



HOME PROGRAM

Request For Proposals

from

San Bernardino County Certified
Community Housing Development Organization (CHDO)

To Develop, Acquire and/or Rehabilitate Affordable Housing

RFP No: ECD-CHDO 2003-04

County of San Bernardino
Department of Economic and Community Development
Housing Development Division

I. INTRODUCTION

A. Purpose

The County of San Bernardino, hereafter referred to as “COUNTY,” is seeking proposals from interested San Bernardino County certified Community Housing Development Organization, hereafter referred to as ‘CHDO,’ to provide affordable housing within the County of San Bernardino. COUNTY’S Service Area includes the unincorporated areas of San Bernardino County and the cooperating cities of Adelanto, Barstow, Big Bear Lake, Chino Hills, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Rancho Cucamonga, Redlands, Rialto, Twentynine Palms, Yucaipa and the Town of Yucca Valley. This Request For Proposals (RFP) is being released to identify experienced and certified CHDOs wishing to provide affordable housing within COUNTY’S Service Area.

B. Program Background

Each year since funding was originally authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990, the County of San Bernardino Department of Economic and Community Development (ECD) has administered funds provided by the Department of Housing and Urban Development (HUD) for eligible activities under Federal Regulations for the HOME Investment Partnerships Act (HOME) Program. HOME CHDO new construction, acquisition and/or rehabilitation loans are awarded to eligible CHDOs for specific projects. Funds are limited, and to be eligible, projects must comply with all HOME Program Regulations.

Financial assistance can be provided to acquire land and/or construct rental and owner occupied units that will be occupied by lower-income families. The County of San Bernardino HOME CHDO new construction, acquisition and/or rehabilitation program finances construction, acquisition and/or rehabilitation of units of a non-luxury nature to increase the supply of affordable rental housing units. Assisted projects must provide one or more rental units, meet HUD Section 8 Housing Quality Standards, and all other applicable development and HOME rental property requirements after completion, and must be located in an eligible area of COUNTY.

HOME CHDO new construction, acquisition and/or rehabilitation program loans are based on the individual needs of the project. A minimum \$1,000 per unit subsidy is provided. The affordability period is the number of years during which restrictions on rental rates and occupancy are required, and is established by federal regulations. Since the goal of the COUNTY is to provide long-term affordability for all assisted projects, restrictions will be imposed that will remain in effect for the longest feasible time, but not less than 20 years. The length of the restriction period is dependent upon the amount of HOME funding provided.

The Department of Housing and Urban Development establishes HOME rent limits on an annual basis. The HOME rent limits include all utilities, except telephone and cable. Projects assisted under the HOME CHDO new construction, acquisition and/or rehabilitation program must not exceed the HOME Rents for a specified percentage of units during the affordability period. HUD also establishes income levels each year according to household size. The HOME-assisted units can only be rented to households meeting those income level restrictions.

In order for projects to be considered for assistance under the HOME CHDO new construction, acquisition and/or rehabilitation program, a County of San Bernardino HOME CHDO Program Application (attached Exhibit A) must be submitted. The application will be thoroughly reviewed for completeness by ECD staff, and evaluated against the HOME Program Regulations, and the established CHDO Program criteria. Once the application has been determined complete it will be reviewed by the ECD Loan Committee for recommended action. If the project is recommended for approval, a HOME Loan Agreement will be prepared and presented to the County of San Bernardino Board of Supervisors for approval and execution. All HOME-assisted rental projects require annual monitoring for compliance for the duration of the affordability period.

II. PROPOSAL REQUIREMENTS

A. Format Requirements

- 1.** Proposal Cover Sheet and CHDO Project Application (attached Exhibit A) completed and signed.
- 2.** CHDOs Qualification Statement. A narrative statement describing respondent's organization, staff, length of time providing such services and other pertinent items that will ensure proper evaluation of the proposal.
- 3.** List of other jurisdictions where CHDO received funding for projects. The list should include the name of the jurisdiction, contact person, phone number, and the approximate amount of funding received.
- 4.** CHDOs must have no record of unsatisfactory performance with COUNTY, in order to be considered for funding.
- 5.** CHDOs must be able to meet the proposal conditions listed in this RFP.

B. Instructions for Submitting Proposals

Submit one (1) original and one (1) complete copy of your proposal. Failure to submit all the requested information may result in the proposal being disqualified from the proposal process. All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED, No. ECD-CHDO 2003-04".

All correspondence, including proposals, are to be submitted to:

Thomas R. Laurin, Director
County of San Bernardino
Department of Economic and Community Development (ECD)
290 N. "D" Street, Sixth Floor
San Bernardino, CA 92415-0040

C. Proposal Timeline

All proposals must be received at the address listed above no later than 4:00 p.m. on Friday, August 1, 2003.

PROPOSALS RECEIVED AFTER 4:00 PM ON THAT DATE WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. SUCH PROPOSALS WILL BE RETURNED UNOPENED.

Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Incomplete proposals may be disqualified as non-responsive. COUNTY'S ECD staff will review proposals received by the deadline and make funding recommendations for qualified CHDOs. The County Board of Supervisors reviews these recommendations and makes the final HOME Loan Agreement awards.

D. Technical Contact

For information/questions regarding this proposal, contact:

Adriane Rich, Housing Program Specialist
County of San Bernardino
Department of Economic and Community Development
290 N. "D" Street, Sixth Floor
San Bernardino, CA 92415-0040
(909) 388-0915

Any contact with any COUNTY employee or officer, other than the technical contact above, is strictly prohibited and will subject your response to disqualification.

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on funding availability. This RFP does not commit COUNTY to enter into a HOME Loan Agreement. COUNTY reserves the right to accept or reject any or all proposals if COUNTY determines it is in the best interest of COUNTY to do so. COUNTY will notify all CHDOs in writing, if COUNTY rejects all proposals.

B. Modifications

COUNTY reserves the right to issue addenda or amendments to this RFP.

C. Incurred Costs

COUNTY will not pay any costs incurred in the preparation of a proposal in response to this request and CHDO agrees that all costs incurred in developing this proposal are the CHDOs responsibility.

D. Right of Rejection

COUNTY reserves the unqualified right to reject, at its sole discretion, any or all proposals, or to reject any portion thereof for any reason whatsoever. COUNTY may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time.

E. Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP, unless otherwise specified in the proposal. Any exceptions to the terms and conditions contained in this RFP would have to be accepted by and agreed to in writing by COUNTY.

F. Failure to Adhere to Specifications

The response to this request must be made according to the instructions herein. Failure to adhere to the requirements and provide complete responses may be cause for rejection of the proposal as non-responsive. A recommendation, either to reject all proposals or to negotiate a HOME Loan Agreement, will be made by the Director of ECD. However, such recommendation shall, in no manner, bind COUNTY concerning

the final selection of a CHDO and the terms of a HOME Loan Agreement, if any. The County Board of Supervisors is the ultimate authority that has final approval of any CHDO and HOME Loan Agreement terms.

G. Corrections and Resubmission

Any corrections and resubmission of the proposal will not extend the closing date for submission of the proposal. No submissions or changes will be accepted after the RFP deadline. It is up to CHDO to make certain the proposal is received in a timely manner.

H. Withdrawal of Proposals

Each CHDO must verify its response to this RFP before submission by way of a certification and signature contained in the application. No response may be withdrawn or altered after being opened. Responses to this RFP, at the written request of CHDO, may be returned unopened prior to the scheduled proposal opening date and time.

I. Negotiations

COUNTY may require potential CHDOs to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations.

J. Disclosure of Criminal and Civil Proceedings

COUNTY reserves the right to request the information described herein from the CHDOs selected for HOME Loan Agreement award. Failure to provide the information may result in a disqualification from the selection process and no award of a HOME Loan Agreement to CHDO. COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected CHDO also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of HOME Loan Agreement.

The selected CHDO may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, CHDO will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected CHDO may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CHDO will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IV. STANDARD TERMS AND CONDITIONS

These are standard terms and conditions contained in COUNTY HOME Loan Agreements. COUNTY reserves the right to include additional terms and conditions in any HOME Loan Agreement presented to CHDO which will be recommended to the Board of Supervisors.

A. Limitation of COUNTY'S Obligation Due to Non-Appropriation of Funds

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of the awarded HOME Loan Agreement.

All COUNTY funds for payments after August 1 of the current Fiscal Year are subject to COUNTY'S appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. COUNTY reserves the right to terminate any HOME Loan Agreement if funds are not appropriated for the purpose of the HOME Loan Agreement.

B. Contract Compliance

CHDO agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights of 1964, the California Fair Housing and Employment Act, San Bernardino County Emerging Small Business Enterprise Policy No. 15-01, and any other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C. Assurance of Compliance with Civil Rights Laws

CHDO certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to, or because of, race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CHDO certifies and agrees that it will deal with its subcontractors, bidders or CHDOs without regard to, or because of, race, religion, ancestry, national origin or sex.

CHDO shall allow COUNTY access to its employment records during regular business hours to verify compliance with these provisions when so requested by COUNTY.

If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of HOME Loan Agreement upon which COUNTY may determine to cancel, terminate or suspend the HOME Loan Agreement. COUNTY reserves the right to determine independently that the anti-discrimination provisions of the HOME Loan Agreement have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that CHDO has violated state or federal anti-discrimination laws shall constitute a finding by the County of San Bernardino that the CHDO has violated the anti-discrimination provisions of the HOME Loan Agreement.

The parties agree that in the event CHDO violates the anti-discrimination provisions of the HOME Loan Agreement, COUNTY shall, at its option, be entitled to a sum to be determined prior to execution of the HOME Loan Agreement pursuant to Civil Code Section 1671 as damages in lieu of canceling, terminating or suspending the HOME Loan Agreement.

D. Compliance with Laws

CHDO agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in the HOME Loan Agreement. CHDO also agrees to maintain any necessary licenses, certifications, or permits. Failure to do so is grounds for termination of the HOME Loan Agreement.

CHDO agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CHDO of such laws, rules, regulations or ordinances.

E. Indemnification

CHDO agrees to indemnify, defend, and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CHDOs acts, errors, or omissions and for any costs or expenses incurred by COUNTY on account of any claims therefore, except where such indemnification is prohibited by law.

F. Improper Consideration

CHDO shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of COUNTY in an attempt to secure favorable treatment or consideration regarding the award of HOME Loan Agreement.

CHDO shall immediately report any attempt by a COUNTY officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from CHDO. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

COUNTY, by written notice, may immediately terminate if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of COUNTY with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a HOME Loan Agreement has been awarded.

In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

G. Inaccuracies or Misrepresentations

If, in the course of the RFP process or in the administration of a resulting HOME Loan Agreement, COUNTY determines that CHDO has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, CHDO may be terminated from the RFP process or in the event a HOME Loan Agreement has been awarded, the HOME Loan Agreement may be immediately terminated.

In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

Proposal Cover Page

Please complete and submit this cover page form along with your proposal.

Agency Name	
Contact Person	
Address	
City, State & Zip	
Phone Number	
Fax Number	
Federal ID No.	
Signature of Chief Executive Officer	

Check the services for which you are submitting a proposal:

☐ New Construction

☐ Acquisition and/or Rehabilitation

SAN BERNARDINO COUNTY CONSORTIUM
HOME
Community Housing Development Organization (CHDO)
Project Application
(909) 388-0900 (909) 388-0920 (fax)

I. GENERAL INFORMATION

Name of Project _____

A. Application Request:

Date of Application _____

Project Name/Location _____

Total No. of Units _____ Total Project Cost _____ Per Unit Cost _____

Total No. HOME Units _____ Total HOME funds _____ Per Unit Cost _____

Will project receive other Federal subsidies? ☐ Yes ☐ No

B. Applicant Information:

Applicant/Owner Equity to be provided \$ _____

1. Applicant _____

Chief Executive Officer (Name and Title) _____

Address _____

City _____ State _____ Zip _____

Contact (Name and Title) _____

Telephone _____ Fax _____

2. Lender _____

Address _____

City _____ State _____ Zip _____

Contact (Name and Title) _____

Telephone _____ Fax _____

3. Participating Entity (if applicable) _____

Address _____

City _____ State _____ Zip _____

Contact (Name and Title) _____

Telephone _____ Fax _____

Check which applies: ☐ Local Government ☐ Public Agency ☐ Non-Profit ☐ Contractor

4. Consultant (if applicable; Attach Résumé)

Address _____

City _____ State _____ Zip _____

Contact (Name and Title) _____

Telephone _____ Fax _____

Attach Résumé and other sheets as needed for other participants. Attach and label as Attachment 5, "Project Experience."

C. Project Information (Attach Location Map) Attach and label as Attachment 1, "Program Location":
(NOTE: Environmental Assessment - Statutory Checklist is part of Attachment 1)

Project Name _____
Site Address _____
City _____ State _____ Zip _____
Census Tract _____ APN _____

D. Project Type (Check which applies): ☐ New Construction ☐ Acquisition ☐ Other (Describe): _____

E. Allowable Loan Uses (Check which applies): ☐ New Construction ☐ Acquisition ☐ Other (Describe): _____

F. Type of Development (Check which applies):

☐ Multifamily Rental Residential ☐ Single Family Housing
☐ Retirement Home ☐ Senior Housing
☐ Handicapped Accessible Housing ☐ Other (Describe): _____

G. Occupancy Type:

☐ Family ☐ Mentally Disabled
☐ Elderly ☐ Physically Disabled
☐ Mixed Use ☐ Other (Describe): _____

II. PROJECT DESCRIPTION

A. Project Description: Briefly describe the project and use of HOME funds. Attach and label as Attachment 2, "Program Description."

B. Service Area: Briefly describe the geographic area in which the project will serve ("service area"). Attach and label as Attachment 3, "Service Area."

C. Project Targeting: Provide estimates of the total number of units and household types which will be served by the project (as referenced in Section I, F and G). Indicate below the estimated number of units to be financed by the HOME Program and the percentage of the total units targeted to the following housing types:

Housing Type	Units	% of Total
Low-Income Elderly Housing (over 62 years)		
Low-Income Special Needs Disabled Housing		
Other Low-Income Housing (50% to 80% AMI)		
Other Very Low-Income Housing (<50% AMI)		

III. PROJECT DESIGN AND PROCESS: Describe the design and process of the proposed HOME CHDO project. Indicate which team member will be responsible for each activity. Include any existing documents or pictures that may support the narrative. Attach and label as Attachment 4, "Project Design." Include information about the following as is applicable:

- A. Project Feasibility:** Please provide an after-purchase and after-construction appraisal and a feasibility analysis supporting the project.
- B. Marketing Plan:** Describe proposed marketing for specific service areas and populations, including procedures to be used to inform and solicit applications from persons who are not likely to apply without special outreach. Describe how the proposed HOME CHDO project affirmatively furthers fair housing and encourages the use of minority and woman-owned business enterprises. Identify any established waiting lists to which the project will be marketed.
- C. Screening Procedures:** Identify target populations (by income) and anticipated rent/sales prices pertaining to those populations. Include a description of the criteria used in determining who will receive applications to apply for HOME Program units.
- D. Pre-Construction Processing:** Include the process for inspections, preparation of work write-ups and cost estimates, and for producing the required environmental documents necessary for compliance. Include a detailed copy of development costs and construction specifications for the project.
- E. Loan Approval:** Identify other financing, terms of that financing, and terms of recording.
- F. Contractor Participation and Bidding Procedures:** Identify contractors chosen to participate in the program and the conditions of their participation.
- G. Funds Disbursement Procedures:** Include time frames and conditions for disbursement of funds to contractors and the timing of loan closing.
- H. Supervision of Construction:** Include construction management and monitoring procedures which will be followed in the project. Any contract for (new construction of) affordable housing with twelve (12) or more HOME-assisted units must contain a provision requiring that wages for the locality, pursuant to the Davis-Bacon Act, will be paid to all laborers. Please identify how these requirements will be monitored and by whom. Also identify how, and in what format, certifications will be provided to the COUNTY.
- I. HOME Record Keeping Responsibilities:** Name the responsible party for maintaining records in accordance with 24 CFR Part 92.508. List what documents will be included in each participant file. Note that all files are to be turned over to COUNTY upon completion and close-out.
- J. Environmental Review:** Program Applicants must complete Appendix IV of this document which is HUD's Environmental Assessment Statutory Checklist and include with this Application.

K. Program Schedule: Include an anticipated schedule for completion of the project and for the use of the HOME funds. The schedule should include anticipated loan commitment date, the date by which project will be in the construction phase, and the anticipated completion date.

L. Building Evaluation:

Type of Housing: ☐ Single Family ☐ Multifamily ☐ Other (Explain): _____

Gross Building Floor Area: _____ Number of Buildings: _____ Total Commercial Floor Area: _____

Total Number of Residential Units: _____ Total Residential Floor Area: _____

Unit Square Footage: Studio _____ 1 Bdrm _____ 2 Bdrm _____ 3 Bdrm _____ 4 Bdrm _____

Are the buildings contiguous? ☐ Yes ☐ No If no, are all buildings on same street? ☐ Yes ☐ No

If no, are all of the sites within a four-block area? ☐ Yes ☐ No

IV. TEAM INFORMATION

A. Experience: For the Applicant, describe other housing programs it is currently administering, the number of units involved, the status of the program and the latest year's audit results.

For each member of the team identified in Section I B above, submit a brief biography of the key staff members to be involved in the Program. The biography should include the type and years of experience in affordable housing, any previous involvement in Federal Housing Programs, and the role the individual will play in the HOME Program administration. Attach and label as Attachment 5, "Project Experience."

B. Minority Business Enterprises/Woman Business Enterprises: A minority/woman business enterprise is one with at least a fifty one (51%) percent ownership interest by a minority group member or by a woman. Identify any minority/woman business enterprises on the development team and the percentage of interest held in ownership, development or management of the proposed project.

Minority/Women Business Enterprises	% of Minority/Women Ownership

C. Conflict of Interest: COUNTY members will list below any business or personal relationship with any member, employee, officer, agent, consultant or official of the Applicant or Ownership Entity, or with any member of the Applicant's or Ownership Entity's immediate family. Applicant will list below any business or personal relationship with any member, employee, officer, agent, consultant or official of COUNTY, or with any COUNTY member's immediate family. Any conflict of interest under 24 CFR 92.356 must be resolved in a manner satisfactory to COUNTY prior to the submission and/or award of any HOME funds under this Application.

Relationship	Name	Title

- V. NON-PROFIT INVOLVEMENT:** For each non-profit organization involved in the Program other than the Applicant/Sponsor, who has been designated as a certified CHDO, please provide the following information. Attach additional sheets if necessary and label as Attachment 6, "Non-Profit Involvement."

Non-profit Name _____ Incorporation Date _____

Parent Organization, if any _____ State of Incorporation _____

If no other non-profit agency is included in this project, please check here:

☐ IRS Tax Status: ☐ 501(c)(3) ☐ 501 (c)(4) ☐ 905

☐ Other (Describe): _____

Financial Information: Annual Budget _____ Major Source(s) of Funds _____

Community Service: (Briefly summarize the services provided to the community): _____

Required Documents: Please include the following with this Application:

- ☐ IRS tax status determination letter
- ☐ Articles of Incorporation, Certificate of Incorporation
- ☐ Résumés of Board Members
- ☐ Résumés of CHDO Staff Members
- ☐ Bylaws
- ☐ Documentation of non-profit's legal authorization to operate in California, Certificate of Authority to Transact Business, or Certificate of Existence, all issued by the Secretary of State

VI. SOURCES AND USES OF FUNDS

- A. Sources of Funds:** Identify all other sources of loan or grant funds that will be leveraged by HOME funds for the project. Attach and label the following information for each source as Attachment 7, "Program Funding Sources" (Also attach letters of commitment from each funding source as part of Attachment 7):

Source(s) of Funds _____

Amount(s) Available _____

Expiration Date(s) _____

Terms and Conditions of Funding _____

Planned Use of Funds _____

- B. Uses of Funds:** Indicate below the estimated amount of HOME funds and percentages of total funds to be spent for the following activities:

Project Type	Dollars	% of Total
New Construction		
Acquisition		
Other (Describe:)		
Other (Describe:)		
TOTAL		100%

Program Costs: _____
(Fully complete Appendices I and II, the Sources and Uses Statement and Operating Pro Forma, respectively.)

VII. SITE CONTROL AND ZONING ISSUES

A. Site Control: If scattered site, please provide this information for each building as well. (NOTE: ATTACH A COPY OF DOCUMENTATION SHOWING EVIDENCE OF SITE CONTROL FOR EACH BUILDING). Attach and label as Attachment 8, "Evidence of Site Control."

Does the Applicant have control of the site and existing building(s) if any? ☐ Yes ☐ No

If yes, describe: _____

Date of Purchase: _____ Purchase Price: _____

B. Zoning _____ **General Plan Designation** _____

Is the site properly zoned for the development? ☐ Yes ☐ No

If no, is the site currently in the process of being re-zoned? ☐ Yes ☐ No

When will the zoning be resolved? Month _____ Year _____

(ATTACH ADDITIONAL SHEETS IF NECESSARY AS PART OF ATTACHMENT 8)

VIII. PROJECT FEASIBILITY

Has Applicant attached appropriate feasibility analysis? ☐ Yes ☐ No

Has Applicant completed the Sources and Uses Statement attached as Appendix I? ☐ Yes ☐ No

Has Applicant attached an after-construction appraisal? ☐ Yes ☐ No

IX. VIABILITY ASSESSMENT

Has Applicant provided target population income estimates and projected rent/sales prices? ☐ Yes ☐ No

Has Applicant completed the Operating Pro Forma attached as Appendix II? ☐ Yes ☐ No

X. SERVICE PROVIDERS

Electric _____

Gas _____

Telephone _____

Water Supply _____

Sewer _____

Police _____

Fire _____

Solid Waste Disposal _____

Emergency Services _____

XI. AUTHORIZED OFFICIAL CERTIFICATION/SIGNATURE: The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C.** The language in Paragraph A and B above shall be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly;
- D.** No HOME funds shall be used on any units, dwellings or structures which have been, or will be, funded by the Federal Rental Rehabilitation Program, 24 CFR Part 511;

- E.** The information and statements contained in this Application and any of its Attachments are true and correct;
- F.** Any information and/or documentation submitted in connection with this Application may be subject to public disclosure;
- G.** Any HOME funds awarded shall be used in accordance with all laws and regulations governing the HOME Program and other applicable laws;
- H.** Neither the Applicant nor any of its principals is presently debarred, suspended, proposed for debarment or suspension, declared ineligible or excluded from participation in the HOME Program by any federal department or agency;
- I.** No member, employee, officer, agent, consultant or official of the Applicant, nor any member of its immediate family, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any award of HOME funds made pursuant to this Application;
- J.** Any changes in the facts and information supplied in this Application, or in any of its Attachments, may result in denial or withdrawal of any HOME funding awarded;
- K.** The Applicant will not invest any more HOME funds, in combination with other federal assistance, than is necessary to provide affordable housing;
- L.** The Applicant possesses the legal authority to carry out the HOME Program in accordance with the HOME Regulations;
- M.** Where applicable, the Applicant will comply with the HOME Regulations relating to acquisition and/or rehabilitation, relocation, and to maintaining a drug free workplace.

Executed this _____ day of _____, 200____,

By: _____
(Print Full Name of Applicant)

By: _____
Applicant's Signature

(Applicant's Official Title)

APPENDIX I

SOURCES AND USES STATEMENT

I. <u>SOURCES</u>	<u>AMOUNT</u>
A. First Mortgage Loan	\$ _____
Term (Years) _____	
Interest Rate _____	
Annual Debt Service _____	
Lender: _____	
Address: _____	

Phone: _____	
Contact: _____	
B. Second Mortgage Loan	\$ _____
Term (Years) _____	
Interest Rate _____	
Annual Debt Service _____	
Lender: _____	
Address: _____	

Phone: _____	
Contact: _____	
C. Specify Sources of Grants	
1. _____	\$ _____
2. _____	\$ _____
D. Owner Contribution	
1. Cash	\$ _____
2. Value of Assets	\$ _____
E. HOME Request	\$ _____
F. OTHER (Explain)	\$ _____

TOTAL	\$ _____

II. USES

A.	Land	\$	_____
B.	Land Improvements	\$	_____
C.	Buildings	\$	_____
1.	Purchase Price	\$	_____
2.	Demolition	\$	_____
3.	Rehabilitation	\$	_____
	Subtotal	\$	_____
D.	Fees		
1.	Builder's Overhead and Profit	\$	_____
2.	Bond Premium	\$	_____
3.	Architect's Fee	\$	_____
	Subtotal	\$	_____
E.	Charges and Financing During Construction		
1.	Interest During Construction	\$	_____
2.	Taxes	\$	_____
3.	Insurance	\$	_____
4.	Title/Recording	\$	_____
	Subtotal	\$	_____
F.	Legal, Organizational and Audit		
1.	Legal	\$	_____
2.	Organization	\$	_____
3.	Cost Certification and Audit	\$	_____
	Subtotal	\$	_____
G.	Other Fees and Costs		
1.	Property Appraisal	\$	_____
2.	Consultant Fees	\$	_____
3.	Relocation Expenses	\$	_____
4.	Other _____		
a.	_____	\$	_____
b.	_____	\$	_____
	Subtotal	\$	_____

H.	Project Reserves	
1.	Operating Reserves	\$ _____
2.	Rent-Up Reserves	\$ _____
3.	Taxes/Insurance in Escrow (1st Year)	\$ _____
	Subtotal	\$ _____
I.	Developer's Fee (includes profit and overhead)	\$ _____
J.	Syndication Fees/Expenses	
1.	Organizational	\$ _____
2.	Bridge Loan Fees and Expenses	\$ _____
3.	Legal Fees	\$ _____
4.	Accountant's Fees	\$ _____
5.	Other (Provide breakdown)	\$ _____
	Subtotal	\$ _____
K.	OTHER (Explain)	\$ _____

	TOTAL	\$ _____

APPENDIX II

OPERATING PRO FORMA

Specify assumed annual adjustments by percentage. Attach detailed explanation of all projections.

I.	<u>Annual Income</u>		<u>% Annual Adjustment</u>
	Gross Rental Income	\$ _____	_____
	Minus Vacancy (7%)	\$ _____	_____
	Other Income	\$ _____	_____
	TOTAL INCOME	\$ _____	
II.	<u>Annual Expenses</u>		
	Administrative	\$ _____	_____
	Operating	\$ _____	_____
	Maintenance	\$ _____	_____
	Property Taxes	\$ _____	_____
	Insurance	\$ _____	_____
	Replacement Reserve (____%)	\$ _____	_____
	Miscellaneous	\$ _____	_____
	TOTAL EXPENSES	\$ _____	
III.	<u>Annual Net Operating Income</u>		
A.	Total Income [item (I) above]	\$ _____	
B.	Total Expenses [item (II) above]	\$ _____	
C.	Net Operating Income [Subtract Total Expenses from Total Income]	\$ _____	

IV. Annual Debt Service Coverage

- A. Net Operating Income \$ _____
- B. Annual Debt Service \$ _____
- C. Debt Service Coverage
[Divide (A) by (B)] \$ _____

Attach detailed explanation of all expense projections and calculations of annual debt service.

NOTE: The information requested by this form will be utilized in determining the “economic viability” of the project.

1. ESTIMATE OF PROJECT INCOME

Unit Type	No. of Living Units	Living Area (Sq. ft.) (per unit)	Composition of Units	Unit Rent	Total Monthly
				per Month (\$)	Unit Rent (\$)
Eff.					
1 BR					
2 BR					
3 BR					
Other					

2. a. Total Estimated Monthly Rentals for all Living Units: \$ _____

b. Total Estimated Annual Rentals for all Living Units: \$ _____

3. Total Number of Parking Spaces: _____

_____ Attended _____ Self Park

4. Parking and Other Income (Not Included in Rent):

a. Open Spaces _____ @ \$ _____ per month = \$ _____

b. Covered Spaces _____ @ \$ _____ per month = \$ _____

c. Laundry _____ @ \$ _____ per month = \$ _____

d. Other* _____ @ \$ _____ per month = \$ _____

e. TOTAL PARKING & OTHER \$ _____

{* Attach detailed explanation of “other” income as Exhibit A}

5. Commercial Space (Describe):

- a. Area-Ground Level _____ sq. ft. @ \$ _____ per sq. ft./month = \$ _____
 - b. Other Levels _____ sq. ft. @ \$ _____ per sq. ft./month = \$ _____
 - c. Total Commercial \$ _____
6. TOTAL ESTIMATED MONTHLY GROSS PROJECT INCOME AT 100 PERCENT OCCUPANCY: [Add 2(a) + 4(e) + 5(c)] \$ _____
7. ANNUAL GROSS PROJECT INCOME WITH 7% VACANCY \$ _____

APPENDIX III

Preliminary Construction Cost Estimate

Project: _____
 HOME Project #: _____
 Date: _____
 Construction Period: _____

Owner: _____
 Inspector/Contractor: _____
 Form Completed By: _____
 Months: _____

Div #	Description	Minimum Section HQS	Local Code* and Energy Standard Compliance	Total Rehab
01	General Requirements			
02	Site Work			
03	Concrete			
04	Masonry			
05	Metal			
06	Carpentry			
07	Moisture Protection			
08	Doors & Windows			
09	Finishes			
10	Specialties			
11	Equipment			
12	Furnishings			
13	Special Construction			
14	Conveying			
15a	Plumbing			
15b	Heating, Ventilating & Air Conditioning			
16	Electrical			
	SUBTOTAL			
	Bond Premium			
	Construction			
	Other			
	TOTAL CONSTRUCTION COSTS			

* Only to the extent that costs of compliance with local code exceeds cost of compliance with HQS.

APPENDIX IV
STATUTORY WORKSHEET

Use this worksheet only for projects which are Categorically Excluded per 24 CFR Section 58.35(a).

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION - Include all contemplated actions which logically are either geographically or functionally part of the project:

This project is determined to be **Categorically Excluded** according to: [Cite section(s)] _____

DIRECTIONS - Write “A” in the Status Column when the project, by its nature, does not affect the resources under consideration; OR write “B” if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Compliance Factors:

Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5	Status A/B	Compliance Documentation
Historic Preservation [36 CFR Part 800]		
Floodplain Management [24 CFR 55, Executive Order 11988]		
Wetland Protection [Executive Order 11990]		
Coastal Zone Management Act [Sections 307(c), (d)]		
Sole Source Aquifers [40 CFR 149]		
Endangered Species Act [50 CFR 402]		
Wild and Scenic Rivers Act [Sections 7(b), and (c)]		
Clean Air Act - [Sections 176(c), (d), and 40 CFR 6, 51, 93]		
Farmland Protection Policy Act [7 CFR 658]		

Environmental Justice [Executive Order 12898]		
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HUD ENVIRONMENTAL STANDARDS Noise Abatement and Control [24 CFR 51B]		
Explosive and Flammable Operations [24 CFR 51C]		
Toxic Chemicals and Radioactive Materials [HUD Notice 79-33]		
Airport Clear Zones and Accident Potential Zones [24 CFR 51D]		

DETERMINATION:

- () This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be drawn down** for this (now) EXEMPT project; OR
- () This project cannot convert to Exempt because one or more statutes/authorities require consultation or mitigation. Complete consultation/mitigation requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before drawing down funds; OR
- () The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

PREPARER SIGNATURE: _____ DATE: _____

PREPARER NAME & TITLE (please print): _____

RESPONSIBLE ENTITY CERTIFYING OFFICIAL SIGNATURE: _____

NAME & TITLE (please print): _____ DATE: _____

APPENDIX V

SPECIAL TERMS AND CONDITIONS

The COUNTY, as the HOME Participating Jurisdiction, is responsible for ensuring the HOME funds are used in accordance with all Program Requirements. The use of CHDOs, subrecipients or contractors does not relieve the Participating Jurisdiction of this responsibility. In addition, a CHDO, subrecipient or contractor must also enter into a written agreement before funds can be disbursed. The agreement remains in effect during the period of affordability under 92.252 or 92.254 as applicable, or if the entity is a subrecipient, during any period that the entity has control over HOME funds. Prior to disbursement of HOME funds from the COUNTY to any entity, the following requirements must be met by the entity (or its designee) to the satisfaction of the COUNTY as evidenced by an executed Authorization to Initiate Project Activity. Entity may, at its own discretion, expend its own funds to satisfy these requirements. Reimbursement of cost incurred by the entity, or its designee, from HOME funds to satisfy any of these requirements (with the exception of environmental review requirements found at 92.352) must receive prior approval by the COUNTY. Any and all Special Terms and Conditions applicable to a project assisted with HOME funds will be made a part of the HOME Agreement entered into between the COUNTY and the entity.

SAMPLE CONDITIONS for HOME-funded projects

1. Applicant, or its designee, shall obtain and submit to COUNTY, an objective feasibility study/market analysis to determine need and demand for the proposed project.
2. Applicant, or its designee, shall submit written documentation defining the development team and describing roles and responsibilities (ownership structure/site control) of each team member.
3. COUNTY shall prepare an Environmental Review upon receipt of necessary information from the Applicant regarding the proposed project.
4. Applicant, or its designee, shall assume responsibility for any relocation and/or displacement activities that occur as a result of the proposed project. This responsibility shall conform to the requirements found at 92.353 of HOME Regulations.
5. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision of the payment of prevailing wages to all laborers and mechanics employed in the development of the housing. Applicant or its designee shall assume responsibility for enforcing requirements regarding labor (92.354 of HOME Regulations). COUNTY shall provide technical assistance regarding this requirement.
6. Applicant, or its designee, shall obtain and submit to COUNTY a before-rehab and after-rehab appraisal to establish appropriate project values.
7. Applicant, or its designee, shall prepare and submit to COUNTY a marketing and management plan consistent with market analysis findings.
8. Applicant, or its designee, shall submit written documentation identifying and verifying sources of funding (construction and permanent) for the proposed project.

9. Applicant, or its designee, shall prepare legal documents which include all applicable HOME Requirements, to be executed by applicant, or its designee, and all project contractors/developers involved with the HOME-funded project.

At a minimum, written agreements must contain the following:

- a. Use of HOME Funds: Include a description of the use, the tasks to be performed, timeframes and a budget.
- b. Affordability: HOME affordability requirements shall be met. Repayment required if they are not met.
- c. Repayments: Agreements shall state who will receive repayments, interest and other returns on investment.
- d. Uniform Administrative Requirements: Agreement shall state that the entity will comply with all applicable federal requirements (A087, A-85, etc.).
- e. Project Requirements: Compliance with all HOME Program project requirements.
- f. Housing Quality Standards: (HQS) Rental housing assisted with HOME funds to be maintained in compliance with HQS and local code requirements for the duration of the Agreement (that is, for a period from 5 to 20 years, or longer if FHA insurance is used).
- g. Other Federal Requirements: All “other federal requirements” shall be met.
- h. Affirmative Marketing: Entity’s affirmative marketing responsibilities to be specified in the Agreement.
- i. Religious Organizations: HOME Program Regulations shall be complied with for use of HOME funds by religious organizations.
- j. Disbursement Requests: Disbursements from the HUD Interactive Disbursement & Information System (IDIS) will not be made until needed for payment.
- k. Reversion of Assets: If the Agreement is with a subrecipient, it specifies the HOME funds must be transferred to the Participating Jurisdiction (PJ) after term of the Agreement expires.
- l. Records and Reports: Specifies the records that must be maintained and the reports that must be submitted to the PJ.
- m. Enforcement of Agreement: Provides for a means of enforcement by the PJ or other entity. Examples are deed restrictions, property liens and contractual obligations.
- n. Duration of Agreement: Specifies that the Agreement is in effect for the duration of period of affordability.

County of San Bernardino
Department of Economic and Community Development
REQUIRED ATTACHMENTS TO COUNTY OF SAN BERNARDINO HOME
CHDO NEW CONSTRUCTION LOAN APPLICATION

- A. Applicant Information
1. Names, titles, addresses, phone numbers and signatures for all principals.
 2. Developer entities which are partnerships or corporations need to provide a copy of Partnership Agreements, Articles of Incorporation or other relevant documentation.
 3. Resume(s) of all Applicant(s) experience.
- B. Development Team Information
- Resumes of all Development Team Members and work to be performed by each (i.e., Architects, Contractors, Management Agents, Consultants, etc.).
- C. Property Information
1. Documentation evidencing ownership or site control
 2. Documentation evidencing all existing financing and funding sources (provide copies of monthly and year-end mortgage statements, tax bills, rent rolls, etc.)
 3. Documentation evidencing all proposed financing and funding sources (Letters of Commitment, Bond Documents, Grant Agreements, etc.)
 4. Copy of Preliminary Title Report (not older than 6 months) or copy of final Title Policy
 5. Evidence of zoning of site and adjacent parcels
 6. Recent property appraisal (not older than 6 months) providing project valuation on an “as-is” and “after development” basis, as applicable
 7. Proof of all required insurance coverage at time loan documents are executed
 8. Any Environmental Reviews previously completed for the property
 9. Any available Market, Feasibility, or Use Studies
 10. Schedule of Proposed Development
- D. Copies of all loan docs for Primary loan(s) (signed by Primary Lender(s)).
- E. Property Management Plan which includes the qualifications/experience of the management team, a plan for affirmatively marketing the assisted units, procedures for tenant selection and grievance handling, strategy for resident involvement and participation in the management of the project, and the program for linking residents to social services and resources in the surrounding community.
- F. Letter of non-objection to the use of HOME funds for the project, or letter of support from the City project is located in (if applicable).

ALL OTHER ATTACHMENTS: Please clearly identify all other attachments as to the section of the application to which they relate or supplement.